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The right to maintain a ferry can be acquired only by grant from the sovereign or by prescription, and such a right is ordinarily to be construed with great strictness against the claimant. *Charles River Bridge* v. *Warren Bridge*, 11 Pet. (U. S.) 420. Formerly ferry franchises, however acquired, were held to be exclusive in their nature. See *Huzzey* v. *Field*, 2 C. M. & R. 432, 440. Still the franchise did not include all modes of transportation, for the ferry owner himself could not establish a bridge. See *Payne* v. *Partridge*, 1 Salk. 12. Hence it is doubtful if even under the early law a ferry franchise would have been infringed by the grant of a bridge franchise. The later authorities, however, so modify the law that unless the franchise is expressly made exclusive, the sovereign does not lose his right to grant a competing ferry. *Guen* v. *Ivy*, 45 Fla. 338; *Power* v. *Athens*, 99 N. Y. 592. Moreover, a bridge franchise is not infringed by the grant of a ferry privilege. *Parrott* v. *City of Lawrence*, 2 Dill. (U. S. C. C.) 332. No reasonable ground appears for distinguishing that case from one where the ferry is first acquired. The present case, therefore, seems correct on principle, and it is supported by the reasoning of a previous English decision. See *Hopkins* v. *Railway*, 2 Q. B. D. 224.

GENERAL AVERAGE — NATURE, CAUSE, AND MANNER OF SACRIFICE — EFFECT OF INHERENT VICE OF CARGO UPON THE RIGHT TO CONTRIBUTION. — Y & Co. shipped coal upon G & Co.'s vessel. The cargo ignited by spontaneous combustion, whereupon water was poured into the hold, damaging the unburned coal. In respect to this damage, Y & Co. claimed a general average contribution from G & Co. *Held*, that, in the absence of negligence on their part, Y & Co. are entitled to contribution. *Greenshields, Cowie & Co.* v. *Stephens & Sons*, [1908] 1 K. B. 51.

Apparently no case decides the shipper's right to contribution in general average where the condition of his goods produced the danger and he was guilty of no negligence. See CARVER, CARRIAGE BY SEA, 4 ed., 443. Formerly, where a sacrifice was necessitated by the negligence of one party to a maritime venture, he could not claim contribution from the other interests. *Schloss* v. *Heriot*, 14 C. B. (N. S.) 59; *Snow* v. *Perkins*, 39 Fed. 334. It is only equitable that he who caused the damage should bear the burden. See *Strang* v. *Scott*, 14 App. Cas. 601, 608; *Pacific Mail S. S. Co.* v. *N. Y. H. & R. Min. Co.*, 74 Fed. 564, 567. Nevertheless, recent English decisions allow contribution to a party free from cross-liability, whether negligent or not. *Milburn & Co.* v. *Jamaica, etc., Co.*, [1900] 2 Q. B. 540. By this test the shipper loses contribution because of defects in his goods only where the "inherent vice" is actionable. Another exception to the general right of contribution occurs where a deck cargo is jettisoned, such cargo being held a menace to the common interests of the venture. In the absence of special custom, the innocent owner thereof cannot claim contribution from co-shippers ignorant of the deck shipment. See *Strang* v. *Scott*, *supra*. A similar rule might well be applied to below-deck shipments of goods inherently dangerous, but an ordinary commodity like coal can hardly be so considered.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — PROMISE TO MARRY AFTER DEATH OF EXISTING WIFE. — The plaintiff, knowing that the defendant had a wife living, agreed to marry the defendant when his wife died. *Held*, that the contract is void as against public policy. *Spiers* v. *Hunt*, 24 T. L. R. 183 (Eng., K. B. Div., Dec. 12, 1907).

This decision follows the American authorities. For a discussion of a recent English case reaching an opposite result, see 21 HARV. L. REV. 58. The court distinguishes the present case on the ground that here the motive for the promise was illegal.

INFANTS — UNBORN CHILDREN — WHEN CHILD EN VENTRE SA MÈRE CONSIDERED BORN. — Legacies were left "to each of my great-nieces born previously to the date of this my will." Five months later a great-niece was born, and five months thereafter the testator died. *Held*, that the child was entitled to a legacy. *In re Salaman*, [1908] 1 Ch. 4. See NOTES, p. 360.